## **Tamar Petroleum Ltd.**

(the "Company")

To

September 24, 2019

To
The Israel Securities Authority
22 Kanfei Nesharim Street
Jerusalem 9546434

Tel Aviv Stock Exchange Ltd. 2 Ahuzat Bayit Street Tel Aviv 6525216

Via Magna

Dear Sir/Madam,

## Re: <u>Discussions in relation to an Amendment to the Agreement for Natural Gas</u> <u>Supply to the Israel Electric Corporation</u>

In response to media reports regarding discussions with Israel Electric Corporation Ltd. (the "IEC") in relation to an amendment to the natural gas sale agreement signed between the partners in the Tamar project, including the Company, and the IEC (the "IEC Agreement"), and further to the immediate report of February 17, 2019 (Reference No. 2019-01-015015) regarding an amendment to the IEC Agreement, which has not yet been approved by the Electricity Authority, the Company respectfully notifies that the Tamar partners that have no holdings in the Leviathan project (i.e., the Company, Isramco Negev 2 – Limited Partnership, Dor Gas Exploration – Limited Partnership and Everest Infrastructures – Limited Partnership) are holding discussions with IEC's management, in which the possibility of a possible amendment to the IEC Agreement is being examined (the "Amendment to the Agreement"), which principally concerns the following:

During the period between January 1, 2020 and June 30, 2021 (the "Term of the Amendment to the Agreement"), the IEC will pay the Tamar partners a price that reflects a discount on the price stipulated in the IEC Agreement (which is not the price specified in the media reports) for quantities of natural gas purchased thereby over and above the minimal annual quantity required under the IEC Agreement.

Furthermore, as of January 1, 2020, the maximum daily natural gas quantity that may be ordered by the IEC under the IEC Agreement will be reduced from 655,200 MMBTU to 500,000 MMBTU, without reducing the hourly quantity and without reducing the minimal annual quantity that the IEC had undertaken to purchase or pay for ("Take or Pay") as set forth in the IEC Agreement, and, in consideration therefor, the IEC will be entitled to an award of up to \$70 million, of which \$10 million will be paid in proximity to the signing of the Amendment to the Agreement, and the balance will be paid over the course of the Term of the Amendment to the Agreement, subject to the satisfaction of milestones in IEC's consumption scope.

It is clarified that the discussions with the IEC have been conducted with no involvement by Noble Energy Mediterranean Ltd. ("Noble") and Delek Drilling – Limited Partnership ("Delek Drilling"). Accordingly, several days ago, the aforesaid Tamar partners contacted Noble and Delek Drilling for the purpose of presenting the aforesaid outline, and as of this time, their response has not yet been received.

It is further clarified that the Amendment to the Agreement must be signed by all of the Tamar partners and by the IEC and will be subject to the receipt of all of the regulatory approvals required. It is also clarified that there is no certainty that the Amendment to the Agreement will be signed under the aforesaid outline and/or under any other outline.

## The partners in the Tamar Project and their holding rates are as follows:

Isramco Negev 2, Limited Partnership	28.75%
Noble Energy Mediterranean Ltd.	25.00%
Delek Drilling, Limited Partnership	22.00%
Tamar Petroleum Ltd.	16.75%
Dor Gas Exploration, Limited Partnership	4.00%
Everest Infrastructures, Limited Partnership	3.50%

Sincerely,

**Tamar Petroleum Ltd.**By Liami Vaisman, CEO and Yuval Raikin, CFO